

February 1, 2013

Ms. Jocelyn G. Boyd
Chief Clerk/Administrator
South Carolina Public Service Commission
Synergy Business Park/ The Saluda Building
101 Executive Center Drive
Columbia, SC 29210

RECEIVED
2013 FEB -4 11:12 AM
SC PUBLIC SERVICE
COMMISSION

RE: Amendment No. 1 to the Interconnection Agreement by and between Fort Mill
Telephone Company and Sprint Spectrum L.P.
Docket No. 2010-31-C

Dear Ms. Boyd:

Enclosed for filing is Amendment No. 1 to the Interconnection Agreement by and
between Fort Mill Telephone Company D/B/A Comporium Communications and
Sprint Spectrum L.P.

Thank you for your assistance.

Very truly yours,



Tim Smoak
Director - Interconnection Services

Enclosure

RECEIVED

FEB 04 2013

PSC SC
MAIL / DMS

STATE OF SOUTH CAROLINA

(Caption of Case)

Traffic Exchange Agreements, Paging Agreements
and Wireless Interconnection Agreements
(1999-2003), Including Current Related Amendments

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET
NUMBER: 2010 - 31 - C

(Please type or print)

Submitted by: Fort Mill Telephone Company

SC Bar Number:

Address: Tim Smoak, Director - Interconnection

Telephone: 803-326-7275

P.O. Box 470

Fax: 803-326-5710

Rock Hill, SC 29731-6470

Other:

Email: tim.smoak@comporium.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition☐ Request for item to be placed on Commission's Agenda expeditiously☐ Other:

INDUSTRY (Check one)

- ☐ Electric
☐ Electric/Gas
☐ Electric/Telecommunications
☐ Electric/Water
☐ Electric/Water/Telecom.
☐ Electric/Water/Sewer
☐ Gas
☐ Railroad
☐ Sewer
☒ Telecommunications
☐ Transportation
☐ Water
☐ Water/Sewer
☐ Administrative Matter
☐ Other: _____

NATURE OF ACTION (Check all that apply)

- | | | |
|---|--|--|
| <input type="checkbox"/> Affidavit | <input type="checkbox"/> Letter | <input type="checkbox"/> Request |
| <input type="checkbox"/> Agreement | <input type="checkbox"/> Memorandum | <input type="checkbox"/> Request for Certification |
| <input type="checkbox"/> Answer | <input type="checkbox"/> Motion | <input type="checkbox"/> Request for Investigation |
| <input type="checkbox"/> Appellate Review | <input type="checkbox"/> Objection | <input type="checkbox"/> Resale Agreement |
| <input type="checkbox"/> Application | <input type="checkbox"/> Petition | <input type="checkbox"/> Resale Amendment |
| <input type="checkbox"/> Brief | <input type="checkbox"/> Petition for Reconsideration | <input type="checkbox"/> Reservation Letter |
| <input type="checkbox"/> Certificate | <input type="checkbox"/> Petition for Rulemaking | <input type="checkbox"/> Response |
| <input type="checkbox"/> Comments | <input type="checkbox"/> Petition for Rule to Show Cause | <input type="checkbox"/> Response to Discovery |
| <input type="checkbox"/> Complaint | <input type="checkbox"/> Petition to Intervene | <input type="checkbox"/> Return to Petition |
| <input type="checkbox"/> Consent Order | <input type="checkbox"/> Petition to Intervene Out of Time | <input type="checkbox"/> Stipulation |
| <input type="checkbox"/> Discovery | <input type="checkbox"/> Prefiled Testimony | <input type="checkbox"/> Subpoena |
| <input type="checkbox"/> Exhibit | <input type="checkbox"/> Promotion | <input type="checkbox"/> Tariff |
| <input type="checkbox"/> Expedited Consideration | <input type="checkbox"/> Proposed Order | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Interconnection Agreement | <input type="checkbox"/> Protest | |
| <input checked="" type="checkbox"/> Interconnection Amendment | <input type="checkbox"/> Publisher's Affidavit | |
| <input type="checkbox"/> Late-Filed Exhibit | <input type="checkbox"/> Report | |

Print Form

Reset Form

**AMENDMENT NO. 1
TO THE WIRELESS INTERCONNECTION
AND RECIPROCAL COMPENSATION AGREEMENT
BY AND BETWEEN
FORT MILL TELEPHONE COMPANY AND SPRINT SPECTRUM L.P.**

This is an Amendment ("Amendment") to the Wireless Interconnection and Reciprocal Compensation Agreement by and between Fort Mill Telephone Company ("Fort Mill") and Sprint Spectrum L.P. ("Sprint"), jointly the "Parties."

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into a Wireless Interconnection and Reciprocal Compensation Agreement ("Original Agreement"), pursuant to 47 U.S.C. §§ 251 and 252, effective October 1, 2000; and

WHEREAS, On November 18, 2011, the Federal Communications Commission ("FCC") issued a Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135 and 10-90; and WT Docket No. 10-208 as amended (the "USF/ICC Transformation Order"); and

WHEREAS, the Original Agreement contains a "change in law" provision that authorizes the Parties to amend the Agreement to comport with a change in law.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

A. Definitions

1. "Bill-and-Keep" arrangements are those in which carriers exchanging telecommunications traffic do not charge each other for specific transport and/or termination functions or services as defined in 47 C.F.R. § 51.713.
2. "InterMTA Traffic" means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates in one Major Trading Area ("MTA"), as defined in 47 C.F.R. § 24.202(a), and terminates in another MTA.
3. "Non-Access Telecommunications Traffic" (IntraMTA Traffic) means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same MTA.

B. Amendment Terms

1. Pursuant to the FCC's USF/ICC Transformation Order, effective for traffic exchanged on and after July 1, 2012, Bill-and-Keep shall be the compensation methodology for Non-Access Telecommunications Traffic exchanged between Fort Mill and Sprint.


2. This Amendment shall remain effective as long as the Original Agreement remains effective between the Parties. Notwithstanding the foregoing, if by any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, any portion of the USF/ICC Transformation Order is reversed or remanded, then the Parties agree to comply with all requirements of the applicable decision, order or determination. The Parties acknowledge that such an order might vacate the USF/ICC Transformation Order or render it void *ab initio*, and might provide that change in law amendments (like this Amendment) are void. In the event of such an order, the Original Agreement and per-minute of use rate contained therein shall be applied in lieu of bill-and-keep. If the Parties have already moved to bill-and-keep, and the order provides for the reinstatement retroactively, then the Parties will apply such rate(s) retroactively back to the effective date of this amendment or the date of the court ordered stay, vacatur or other modification or clarification, as required by said order.
3. InterMTA Traffic – The Parties agree that traffic that is directly or indirectly delivered, may be rated and recorded as IntraMTA Traffic, but may have originated and terminated in different MTAs and therefore, is InterMTA Traffic subject to the terms of the Original Agreement.
 - 3.1 Recognizing that Fort Mill does not have a way of accurately measuring this InterMTA Traffic, the Parties agree, for the purposes of this Amendment, to maintain the existing InterMTA Factor of the Original Agreement at this time.
 - 3.2 Further, the Parties agree that the Original Agreement and this Amendment are intended primarily for the exchange of IntraMTA Traffic. Because of the mobile nature of Sprint's customers, the Parties acknowledge that a *de minimus* amount of InterMTA Traffic can be delivered directly over the interconnection trunks or indirectly *via* the third party tandem; however, excessive or unreasonable amounts of other identifiable InterMTA Traffic shall not be delivered in this manner and shall not be common practice.
4. In accordance with FCC Rule 47 C.F.R. §51.709(c), for Non-Access Telecommunications Traffic exchanged between Fort Mill and Sprint, Fort Mill will be responsible for "Transport" (as defined in 47 C.F.R. §51.701(c)) to Sprint's interconnection point when it is located within Fort Mill's service area. When Sprint's interconnection point is located outside Fort Mill's service area, Fort Mill's Transport and provisioning obligation stops at its meet point and Sprint is responsible for the remaining Transport to its interconnection point.
5. Call Signaling. Sprint and Fort Mill shall comply with all FCC rules regarding call signaling, including those set forth in the USF/ICC Transformation Order.

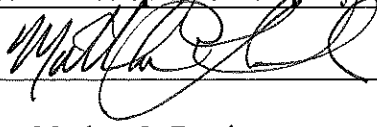
6. Updated Contacts:

| Fort Mill Telephone Company | Sprint Spectrum L.P. |
|--|--|
| <u>For Official Notices:</u> VP – External Affairs Fort Mill Telephone Company 330 E. Black St. (overnight deliveries only) P.O. Box 470 Rock Hill, SC 29731-6470 Phone: 803-326-6025 Fax: 803-326-5703 With a copy to: Director – Interconnection Fort Mill Telephone Company 330 E. Black St. (overnight deliveries only) P.O. Box 470 Rock Hill, SC 29731-6470 Phone: 803-326-6025 Fax: 803-326-5703 <u>For Billing:</u> Director – Interconnection Fort Mill Telephone Company 330 E. Black St. (overnight deliveries only) P.O. Box 470 Rock Hill, SC 29731-6470 Phone: 803-326-6025 Fax: 803-326-5703 | <u>For Official Notices:</u> Sprint Manager, Carrier Interconnection KSOPHE0102-1D218 6360 Sprint Parkway Overland Park, KS 66251 KSOPHA0310-3B268 (overnight delivery) 6330 Sprint Parkway Overland Park, KS 66251 Phone: 913-762-4847 With a copy to: Sprint Legal/Telecom Management Group KSOPHE0312-3A318 6360 Sprint Parkway Overland Park, KS 66251 <u>For Billing:</u> Sprint Nextel Access Verification KSOPHL0412-4A309 P.O. Box 7942 Overland Park, KS 66207-0942 |

7. This Amendment shall be effective July 1, 2012.
8. This Amendment shall remain effective as long as the Original Agreement remains effective between the Parties, subject to future changes in law.
9. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives.
10. Except as expressly set forth herein, the terms and conditions of the Original Agreement shall remain in full force and effect without change.

IN WITNESS THEREOF, The Parties, intending to be legally bound, have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

| | |
|-----------------------------|---|
| Sprint Spectrum L.P. | |
| By: |  |
| Name: | Rick D. Ratliff |
| Title: | Director, Switched Access Planning |
| Date: | 10/23/12 |

| | |
|------------------------------------|--|
| Fort Mill Telephone Company | |
| By: |  |
| Name: | Matthew L. Dosch |
| Title: | Sr. Vice President, External Affairs |
| Date: | 12/18/2012 |